

Exhibit 1

In the Matter Of:

ANYWHERE COMMERCE vs INGENICO INC.

No. 1:19-cv-11457-IT

STEPHEN SCHERF

May 12, 2022



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ANYWHERE COMMERCE vs INGENICO INC.

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1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

3
4 ANYWHERE COMMERCE, INC. : CIVIL ACTION

5 and BBPOS LIMITED :

6 Plaintiffs, : No. 1:19-cv-11457-IT

7 v. :

8 INGENICO INC., INGENICO :

9 CORP AND INGENICO GROUPS, :

10 INGENICO VENURES SAS :

11 Defendants. :

12
13 TRANSCRIPT of DEPOSITION of STEPHEN SCHERF,
14 taken by and before DANIELLE BRESLIN, Professional
15 Court Reporter and Notary Public at Kutak Rock, 1760
16 Market Street, Suite 1100, Philadelphia,
17 Pennsylvania 19104 on Thursday, May 12, 2022,
18 commencing at 10:00 a.m.

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A P P E A R A N C E S

KUTAK ROCK
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1 specifically explain those. We just got enough
2 information on them to do my calculations.

3 Q. Would you agree that the trade secrets alone
4 do not provide the full basis for the value of the
5 accused products?

6 A. I spoke to the technical expert, and he
7 thinks that those are required and critical
8 components, and that enabled me to employ unjust
9 enrichment on the smallest salable unit, which is
10 what I did in this case, and based on my
11 discussions, didn't come to the conclusion that any
12 apportionment of it was appropriate.

13 Q. Is the basis for your conclusion that no
14 apportionment is appropriate, Mr. Zatkovich's
15 representation that these trade secrets are critical
16 and necessary to the product?

17 A. It is a couple things: One is that the
18 measure of damages, the measure that I chose, was
19 unjust enrichment, which I properly calculated.

20 Number two, the -- I looked at the unit
21 itself, which was the smallest salable unit.

22 Ms. Vanderhart appears to think that apportionment
23 in one case is appropriate, and in her affirmative
24 case isn't appropriate. I don't understand how you

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1 can be inconsistent with that, but based upon my
2 experience and the appropriate measure of damages,
3 unjust enrichment without any apportionment was
4 appropriate given the fact that it was a small
5 salable unit, and there was no comparable license to
6 use to come up with anything else. So a reasonable
7 royalty was appropriate.

8 MR. TECHENTIN: Would you mind
9 reading my question back?

10 - - -

11 (Wherein, the court reporter read back the
12 last question and answer.)

13 - - -

14 THE WITNESS: It is an assumption
15 on my part that those are critical and
16 necessary. I am not a technical expert, and
17 that those items based on my conversation
18 were important to driving the sales, and
19 that is what I assumed as the background,
20 along with the balance of my answer where I
21 discussed small sable unit, et cetera.

22 BY ATTORNEY TECHENTIN:

23 Q. Just so we are clear, you have assumed that
24 the trade secrets are actually embodied in the

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C E R T I F I C A T I O N

I, DANIELLE E. BRESLIN, Professional Court Reporter
and Notary Public, do hereby certify that the
foregoing is a true and accurate transcript of the
stenographic notes taken by me in the aforementioned
matter.

- - -

Danielle E. Breslin

Danielle E. Breslin

DATE: 04/25/2022 DANIELLE E. BRESLIN
1277008 Pa Notary No.
Expires: April
25, 2023

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